

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM301375

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Bank of New York Mellon Trust Company, N.A., as Collateral Agent		04/09/2014	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Libbey Glass Inc., as Grantor		
<b>Street Address:</b>	300 Madison Avenue		
<b>City:</b>	Toledo		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43604		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2663144	NOB HILL	
<b>Registration Number:</b>	2704223	GOVERNOR CLINTON	
<b>Registration Number:</b>	2025945	DAKOTA	
<b>Registration Number:</b>	2044121	STATUS	
<b>Registration Number:</b>	2330497	PRISM	
<b>Registration Number:</b>	2669104	QUANTUM	
<b>Registration Number:</b>	2709190	GIBRALTAR	
<b>Registration Number:</b>	2669061	CATALINA	
<b>Registration Number:</b>	2764560	RESTAURANT BASICS	
<b>Registration Number:</b>	2286310	LIBBEY.COM	
<b>Registration Number:</b>	1224292	GIBRALTAR	
<b>Registration Number:</b>	1173311	CHIVALRY	
<b>Registration Number:</b>	849814	SHEER RIM	
<b>Registration Number:</b>	522529	SAFEDGE	
<b>Registration Number:</b>	651483	L	
<b>Registration Number:</b>	834728	LIBBEY	
<b>Registration Number:</b>	1131831	DURATUFF	
<b>Registration Number:</b>	1178202	EMBASSY	
<b>Registration Number:</b>	1248379	BOLLA GRANDE	
		<b>TRADEMARK</b>	

OP \$715.00 2663144

Property Type	Number	Word Mark
Registration Number:	2815596	VENUS
Registration Number:	1193209	FINEDGE
Registration Number:	1093807	FIESTA GRANDE
Registration Number:	2677813	QUANTUM
Registration Number:	2738740	PRISM
Registration Number:	3077591	POLYTUFF
Registration Number:	3687479	RESTAURANT SUPPLIES TO GO
Registration Number:	3069269	SATIN GIBRALTAR
Registration Number:	4146781	OMEGA

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**Email:** marina.kelly@thomsonreuters.com

**Correspondent Name:** Ken Tan, Legal Assistant

**Address Line 1:** 80 Pine Street

**Address Line 2:** c/o Cahill Gordon & Reindel LLP

**Address Line 4:** New York, NEW YORK 10005

**NAME OF SUBMITTER:** Ken Tan, Legal Assistant

**SIGNATURE:** /Marina Kelly, Thomson Reuters /

**DATE SIGNED:** 04/14/2014

**Total Attachments: 5**

source=Tab 52. Libbey - Trademark Release from BONY to Libbey Glass Inc (executed)#page1.tif

source=Tab 52. Libbey - Trademark Release from BONY to Libbey Glass Inc (executed)#page2.tif

source=Tab 52. Libbey - Trademark Release from BONY to Libbey Glass Inc (executed)#page3.tif

source=Tab 52. Libbey - Trademark Release from BONY to Libbey Glass Inc (executed)#page4.tif

source=Tab 52. Libbey - Trademark Release from BONY to Libbey Glass Inc (executed)#page5.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

The Bank of New York Mellon Trust Company, N.A., as  
Collateral Agent

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) April 9, 2014

- Assignment
- Security Agreement
- Other Release of Security Interest in Trademarks
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Libbey Glass Inc., as Grantor

Street Address: 300 Madison Avenue

City: Toledo

State: Ohio

Country: USA Zip: 43604

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship USA - DE
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Ken Tan, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 35891.0308

Email Address: KTan@cahill.com

**6. Total number of applications and registrations involved:**

28

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

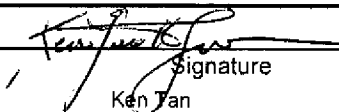
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature  
Ken Tan

04/10/2014

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Release") is made as of April 9, 2014 from The Bank of New York Mellon Trust Company, N.A., as Collateral Agent (as defined below) on behalf of the holders of the Notes (as defined in the Pledge and Security Agreement (as defined below)) to Libbey Glass Inc., a Delaware corporation (the "Grantor").

WHEREAS, pursuant to an indenture dated May 18, 2012 (as amended, restated, supplemented or modified from time to time, the "Indenture"; terms used but not defined herein shall have the respective meanings given to them in the Indenture) among the Company, Libbey Inc., a Delaware corporation ("Holdings"), each Subsidiary Guarantor, and The Bank of New York Mellon Trust Company, N.A., in its capacity as trustee (the "Trustee"), in which the Company has issued to the Holders the 6.875% Senior Secured Notes due 2020 (together with any exchange notes and Additional Notes, the "Notes") pursuant to the Indenture.

WHEREAS, in connection with the Indenture, the Company and certain other subsidiaries of the Company (collectively, the "Grantors") have executed and delivered a Note Pledge and Security Agreement, dated as of May 18, 2012, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantors pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Holders a continuing security interest in all Intellectual Property, including the Trademarks (as defined below); and

WHEREAS, in connection with the Pledge and Security Agreement, the Grantor executed that certain Grant of Security Interest in Trademark Rights, dated May 18, 2012 (as the same may be or may have been amended, restated or amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Lenders, a security interest in the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on May 18, 2012 Reel/Frame 4783/0958, in favor of the Collateral Agent;

WHEREAS, the Collateral Agent, now desires to terminate and release the entirety of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Trademark Release, the Collateral Agent, and the Grantor hereby agree as follows:

SECTION 1. Trademark Collateral. The term "Trademark Collateral," as used herein, shall mean:

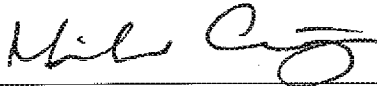
(a) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia of origin, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith.

SECTION 2. Release of Security Interest. The Collateral Agent, hereby terminates, releases and discharges its security interest in the Trademark Collateral. The Collateral Agent agrees, at the Grantor's expense, to cooperate with the Grantor and to provide the Grantor with the information and additional authorization necessary to effect the release of its security interest in the Trademark Collateral.

SECTION 3. Recordation. The Collateral Agent, authorizes the recordation of this Trademark Release with the U.S. Patent and Trademark Office and any other applicable registry.

IN WITNESS WHEREOF, the undersigned has executed this Trademark Release by its duly authorized officer as of the date first above written.

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Collateral Agent

By:   
Name: **Michael Countryman**  
Title: **VICE PRESIDENT**

[Release of Security Interest in Trademarks - Libbey Glass Inc.]

**TRADEMARK**  
**REEL: 005260 FRAME: 0118**

**SCHEDULE A  
TRADEMARK COLLATERAL**

**U.S. Trademark Registrations and Applications**

<u>Trademarks, Trade Names and Service Marks</u>	<u>Registration Number</u>	<u>Status</u>	<u>Date of Registration</u>	<u>Expiration Date</u>	<u>Country</u>
NOB HILL	2,663,144	REGISTERED	12/17/02	12/17/12	USA
GOVERNOR CLINTON	2,704,223	REGISTERED	4/8/03	4/8/13	USA
DAKOTA	2,025,945	REGISTERED	12/24/96	12/24/06	USA
STATUS	2,044,121	REGISTERED	3/11/97	3/11/07	USA
PRISM (GLASSWARE)	2,330,497	REGISTERED	3/21/00	3/21/10	USA
QUANTUM (FLATWARE)	2,669,104	REGISTERED	12/31/02	12/31/12	USA
GIBRALTAR (FLATWARE)	2,709,190	REGISTERED	4/22/03	4/22/13	USA
CATALINA	2,669,061	REGISTERED	12/31/02	12/31/12	USA
RESTAURANT BASICS (GLASSWARE)	2,764,560	REGISTERED	9/16/03	9/16/13	USA
LIBBEY.COM	2,286,310	REGISTERED	10/12/99	10/12/09	USA
GIBRALTAR	1,224,292	REGISTERED	1/18/83	1/18/13	USA
CHIVALRY	1,173,311	REGISTERED	10/13/81	10/13/11	USA
SHEER RIM AND DESIGN	849,814	REGISTERED	5/28/68	5/28/08	USA
SAFEDGE	522,529	REGISTERED	3/21/50	3/21/10	USA
L IN CIRCLE	651,483	REGISTERED	9/10/97	9/10/07	USA
LIBBEY	834,728	REGISTERED	9/5/67	9/5/07	USA
DURATUFF	1,131,831	REGISTERED	3/11/80	3/11/10	USA
EMBASSY	1,178,202	REGISTERED	11/17/81	11/17/11	USA
BOLLA GRANDE	1,248,379	REGISTERED	8/16/83	8/16/13	USA
VENUS	2,815,596	REGISTERED	2/17/04	2/17/14	USA
FINEDGE	1,193,209	REGISTERED	4/6/82	4/6/12	USA
FIESTA GRANDE	1,093,807	REGISTERED	6/20/78	6/20/08	USA
QUANTUM (DINNERWARE)	2,677,813	REGISTERED	1/21/03	1/21/13	USA
PRISM (DINNERWARE)	2,738,740	REGISTERED	7/15/03	7/15/13	USA
POLYTUFF	3,077,591	REGISTERED	4/4/06	4/4/16	USA
RESTAURANT SUPPLIES TO GO	3,687,479	REGISTERED	9/22/09	9/22/19	USA
SATIN GIBRALTAR	3,069,269	REGISTERED	3/14/06	3/14/16	USA
OMEGA	4146781	REGISTERED	11/23/11	11/23/21	USA